BRUHAT BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSALS

For

Project Management Consultancy for the work of Comprehensive development and construction of Multipurpose building and public toilet and other improvement works at ward no.101 at Rajajinagar Constituency Package 03 Annexure 06 GOK Sl. No.233

Executive Engineer

Project - West

BBMP, Bengaluru-560020.

BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE/PW/TEND/ 16 /2023-24

of the Executive Engineer,

:t Division, West Zone,

Joint Commissioner (West) Office premises,

2nd Floor, Sampige Road, Sheshadripuram,

Bangalore-560 020.

Date : 29-05-2023

INVITATION FOR SHORT TERM TENDERS (IFT)

(Two Cover System)

(Quality and Cost Based selection)

(Through GOK e – Procurementl;. Portal Only)

The Executive Engineer (Project – West), BBMP, Bengaluru invites Bids on behalf of the Chief Commissioner, Bruhat Bangalore Mahanagara Palike for the following services from reputed Consultants. Consultancy services for Project Management Consultancy for the below works through e-procurement portal www.eproc.karnataka.gov.in.

Sl No	Name of Work	Estimate Amount (in Crore)	Amount put to Tender (Rupees) 1% for PMC in lakhs	EMD Amount in Rs.	Tender processing fee (Rupees)	Approx. Period of completion
1	Project Management Consultancy for the work of Comprehensive development and construction of Multipurpose building and public toilet and other improvement works at ward no.101 at Rajajinagar Constituency Package 03 Annexure 06 GOK Sl. No.233.	5.00	5.00	12500/-	As per e-procurement portal	Till Completion of Work

Following shall be the calendar events of Tendering: to be read as:

Pre Bid Meeting : On 07.06.2023 at 15:00 hours

Last date for receipt of tender documents : On 12.06.2023 at 16:00 hours

Opening of Technical Bids : On 14.06.2023 at 16:30 hours

The RFP is open to all consultants in the e-procurement platform. The detailed RFP with the Bid document can be downloaded from the e-procurement portal.

A) Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in under login for Consultants. After login to Consultants, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non-refundable.

B) Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website http://eproc.karnatka.gov.in/ after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.

Pre-bid meeting will be held in the office of the Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore 560020, Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should have clarity.

C) Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

D) A successful bidder will have to execute an agreement with Executive Engineer, (Project-West), BBMP Bangalore within 15 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing in such cases the performance security will be forfeited by presuming that he is not interested in the work and action will be taken to get the work executed through alternate agency.

E) The Bruhat Bangalore Mahanagara Palike, Bangalore reserves the right to accept / reject any or all tenders without assigning any reasons.

F) Corrigendum/ modifications / corrections, if any, will be published in the website only.

Further details of work can be obtained in the office of the the Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore-560 020 on all working days between 3:30 pm - 5:30 pm.

G) GOK e-Procurement portal http://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080-8022631200, 080- 8046010000.

Sd/-
Executive Engineer
Project-West
BBMP, Bengaluru-560020

Copy Submitted to:

1. Personnel Secretary Hon'ble Administrator to bring into the notice of Hon'ble Administrator.
2. Personnel Assistant to Hon'ble Chief Commissioner to bring into the notice of Hon'ble Chief Commissioner.
3. Special Commissioner (Projects/ Additional Commissioner (Projects), BBMP.
4. Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
5. Copy submitted to the Joint Commissioner (West) for kind information.
6. Copy submitted to the Engineer-In-Chief for kind information.
7. Copy submitted to the Chief Engineer (West) for kind information.
8. Copy submitted to the Supt. Engineer (West) for kind information.
9. Copy submitted to Chief Auditor / Chief Account officer for kind information
10. Copy submitted to A.C.F (West) for information.
11. Copy to All Executive Engineer's, BBMP for information.
12. Copy to Executive Engineer No.1 & 2 Building Division, Bangalore Division for information.
13. Copy to Acct. Suptd. / Cashier of Division office for Necessary Action.
14. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
15. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
16. Copy to Assistant Executive Engineer (Project-west).
17. Notice Board / Office Copy

Executive Engineer
Project-West
BBMP, Bengaluru-560020

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SECTION 2

INFORMATION TO CONSULTANTS

1. Introduction

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer's Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Project-west Division, BBMP expects the Consultant to provide Professional, Objective and Impartial Advice and at all-time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BBMP's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BBMP

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and

ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BBMP of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through e – Procurement Website. Employer's Response will be displayed in the e – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the e – Procurement Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. Deleted.

ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.

iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.

iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.

v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.

vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.

ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).

iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).

iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).

v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.

vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).

vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.

viii. Any Additional Information requested in the Data Sheet.

The Technical Proposal shall not include any Financial Information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 **Earnest Money Deposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the e – Procurement Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.

b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or

c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to

i. Sign the Agreement; or

ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. Proposal Evaluation

General

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.

a) Achieved a minimum annual Financial Turnover (in all classes of Civil Engineering Consultation Works only) of **Rs. 10.00 Lakhs**. In support of this, the Consultant shall furnish the Audited Balance Sheets or certificate from Charted Accountant along with the Technical Proposal.

b) The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy i.e Project Management Consultancy, Design, Drawings, Proof Checking reports, etc. for last 5 years as a prime consultant.

c) Successfully completed Project Management Consultancy Services for similar type of assignment costing not less than **Rs.250.00 Lakhs**. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer. RFP documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected.

d) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in Project Management Consultancy to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

e) Consultants should have an Own / MOU with NABL Laboratory for testing of necessary materials at Bangalore only.

f) Consultants Should have ISO Certificate

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have coasted all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer will select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

6. Negotiations

6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

7. Award of Contract

7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. Confidentiality

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

DATA SHEET

INFORMATION TO CONSULTANTS

Clause Reference

1.1 The Name of the Employer: The Commissioner

Bruhat Bengaluru Mahanagara Palike

Bengaluru

The Method of Selection: Least Cost Selection. (LCS).

A Technical Proposal and a Financial Proposal are requested: Yes.

The Name, Objectives and Description of the Assignment are: As per Tender Notification

1.3 The Assignment is phased: No.

1.4 A Pre Proposal Conference will be held: Yes.

It will be held at the Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore-560 020

The Name (s), Address () and Telephone No. (s) of the Employer's Official (s) are:

Executive Engineer,

Project Division, West Zone,

Joint Commissioner (West) Office premises,

2nd Floor, Sampige Road, Sheshadripuram,

Bangalore-560 020.

Date : 03-01-2023

1.5 The Employer shall provide the following Inputs: Detailed Project Report, Agreement entered between the BBMP and the Contractor.

1.7.2 The Employer envisages the need for continuity for any Downstream Work: No.

1.10 The Clauses on Fraud and Corruption in the Contract are Sub Clause 2.7.1 of General Conditions of Contract.

2.1 Clarifications may be requested up to one days prior to Pre- Proposal conference before the submission date through e – Procurement Website only.

3.1 Proposals should be submitted in the following Language(s): English.

3.3 i. Deleted.

ii. The Estimated Number of Key Professional Staff Months required for the Assignment is to be furnished by Consultant based on the Scope of Work.

iv. The Minimum Required Experience of Proposed Key Professional Staff is:

- Team Leader cum Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field.
- Structural Engineer: Civil Engineering Master Degree, with 5 years of experience in Similar Field.
- Quantity Surveyor: 5 years' Experience in Similar Field with Graduation in Civil Engineering.
- Site Engineer: 3 years' Experience in Similar Field with Graduation in Civil Engineering.
- Highway Engineer: 3 years' Experience in Similar Field with Graduation / Diploma in Civil Engineering.
- Surveyor: 2 years of experience
- D.M with knowledge of AutoCAD.
- Draftsman: 1 years of experience

vi. Reports which are part of the Assignment must be written in: **English**.

3.4 vii. Training is an important Feature of this Assignment: **No**.

viii. Additional Information in the Technical Proposal includes: **Nil**.

3.10 Proposals must remain valid **90** Days after the Proposal Submission Date.

5.1 The Address to send Information to the Employer: The Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore-560 020.

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

1.	Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	15 points
2.	In last 3years PMC executed tender amount maximum	10 points
3.	Qualification and Relevant Experience of the Key Professional Staff for the Assignment	50 points
4.	Task Assignment, Manning Schedule, Work Plan and Lab Details	20 points

5. Setting up of Local Office in Bangalore — 05 points

Total: 100 points

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

			Points
i.	General Qualification		**15**
●	Educational Qualification		
●	Experience in Civil Consultancy Field		
●	Experience in Structural Design		
ii.	Adequacy for the Project		**30**
●	Experience in PMC in Urban Conditions		
iii.	Experience in Region and Language	**05**	
●	Knowledge in Kannada and English Language		
	Total		**50**

The minimum Technical Score required passing: **75 Points**

6.1 The Address for Negotiations is: The Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore-560 020

7.2 The Assignment is expected to commence **immediately.**

SECTION 3

TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

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3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)

_____ _____

_____ _____

_____ _____

Dear Sir

Subject: Consultancy services for Project Management Consultancy for the Work ---------- **Technical Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Five Years

That best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key Professional Staff provided by Your Firm / Entity (profiles):
Name of Employer:		No. of Staff:
Address:		No. of Staff Months, Duration of Assignment:
Start Date (Month / Year):	Completion Date (Month / Year):	Approx. Value of Services (Rs.):
Name of Associated Consultants, if any:		No. of Months of Key Professional Staffs provided by Associated Consultants:
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

Outline of the recent experience on assignments of similar nature of work:

S. N.	Name of assignment	Name of project	Cost of the project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Was this opened to traffic	Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer enclosed or not

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer

1.

2.

3.

4.

5.

Consultant’s Name: _____

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

Consultant’s Name:

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: .....

Name of the Consultant: .....

Name of Staff: .....

Profession: .....

Date of Birth: .....

Years with Firm / Entity: ..... Nationality: .....

Membership in Professional Societies: .....

Detailed Tasks Assigned: .....

Key Qualifications:

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:

[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

Languages:

[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____

[Signature of Staff Member and authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member: .....

Full Name of Authorized Representative: .....

Consultant's Name: _____

3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)*												
																Number of Months
1.																Sub total (1)
2.																Sub total (2)
3.																Sub total (3)
4.																Sub total (4)

Full time: _____ Part time: _____

Reports Due: _____

Activities Duration: _____

Signature:

* The Schedule should be for the Period of Completion of Assignment (Authorized Representative)

Full Name:

Title:

Address:

3H. ACTIVITY (WORKS) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart)[++] **[*1st, 2nd, etc. are from the Start of Assignment*]**											
Sl. No.	Item of Activity (Work)												
	.....												
	.....												
	.....												
	.....												
	.....												

[++] The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports[*]	Programme: (Date)

[*] **Modify as required for the Assignment**

SECTION 4

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal Submission Form

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)

_____

_____

_____

_____

Dear Sir

Subject: Consultancy services for Project Management Consultancy for the Work ----------**Financial Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

SECTION -V

TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

5. SERVICES DURING DEFECTS LIABILITY PERIOD

6. KEY PROFESSIONALS REQUIRED

1. BACKGROUND: **Bruhat Bangalore Mahanagara Palike (BBMP), "the client" is desirous of obtaining** Consultancy services for construction, supervision, Project Management Consultancy and Quality Control for the work of as per tender notification

The objectives and description of the services are:

- Supervise and manage the construction works to ensure their compliance with the terms and conditions of contract agreement, specifications and their completion on time.

2 DESCRIPTION OF ASSIGNMENT: The Consultant's services shall consist of construction Supervision of Works, quality control and project management.

3. DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

3.1 Scope of Work

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment The Services will include but not be limited to the following:

a) Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof

b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.

d) Assess the adequacy of all inputs such as materials and labour provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid

e) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract

f) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

g) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per clause 200 of MORT&H.

h) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

i) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.

j) Provide legal advice on possible Contractor's claims.

k) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.

l) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working. Maintain representative at the Hot Mix plant in such a manner in such a manner that adequate quality control of material, mix, Design and use of blended waste plastic is ascertained at all times when the contractor is working and also more than one contractor is working in the package.

m) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

n) **Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and also at least one engineer staff must be present at the RMC plant to ensure the proper quality of the mix as per relevant standards and at least two (2) engineering staff must be present at the site during the execution of the work,**

to supervise the work to ensure effective execution. The presence of these staff's shall be certified by the engineer in charge of the work and shall be submitted along with other reports.

o) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

p) Review and approve the Contractor's working drawings, and drawings for temporary works.

q) Perform all survey measurements of completed or partial works where required for the determination of quantities.

r) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor.

s) Organize and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained

t) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

u) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

v) Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible.

w) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of the works contract.

x) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

y) Provide BBMP with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.

z) Inspect, evaluate and certify the quality of blended waste plastic and addition of the same at 8% by weight of Bitumen in the bituminous mix plant at hot mix plant in BC/SDBC/MSS/OGPS mixes.

3.2 Actions requiring specific approval of BBMP

The Consultant will be required to obtain the specific approval of BBMP before taking any of the following actions:

a) approving subcontracting of any parts of the Works,

b) certifying additional cost,

c) determining an extension of time,

d) issuing a variation order,

e) Recommendation for variation in work quantities, fixing rates or prices.

3.3 Liaison Meetings

Liaison meetings shall be held between the BBMP and the Contractor at weekly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

4.0 Reports, Time Schedule and Payment Schedule

4.1.1 *Contract Schedule*

The Project Construction Period stipulated is calendar months. Consultant has to prepare BAR/PERT Chart and all the necessary documents to start and execute the project. However the consultancy services for Project Management and Construction supervision may be required for additional period of 3 to 5 months.

4.1.2 *Schedule of Reports*

The Consultant shall prepare and submit two (2) copies to BBMP of each of the following reports and documents in English:

a) Inception Report and QAP - with in 7 days after mobilisation

b) Weekly -Progress Reports - By the end of each week except the week following the Inception Report

c) Monthly Progress Reports - By the 5th of the each month

d) Final Report -One week after completion of the works (provisional acceptance).

e) Q.A. Report - Along with the R.A.Bills

4.1.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following:

- Reviewing Contractor's mobilisation and work plan.
- Setting out Guidelines for Administering, Monitoring and evaluating project progress.
- Mode of co-operation with the BBMP, the concerned E.E and any other related organisation(s).
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports

b. Weekly Progress Reports

The weekly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report
- on the activities of the Contractor and supervision staff
- Monitoring and Evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.
- Summary of consultant’s observations / results on Quality Control tests.

c. Monthly Progress Reports

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

d. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programmes, etc. shall become the property of the BBMP. The Consultant shall provide one reproducible copy each of constructional and as-built drawings.

4.1.4 Payment Schedule

i. 75% of contract price: When the financial Progress reaches 75%.

ii. 25% of contract price: After completion of all the work in complete manner.

5.0 Services during the Defects Liabilities / Maintenance Period

During this period, the Consultant shall undertake the following:

a) Inspection of roads periodically and report to the BBMP regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.

b) Inspection of works prior to the expiry of the Contractor's defects liability / Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to BBMP as to the date of the Final Inspection of Works.

c) Carrying out Final Inspection of Works together with representatives of the BBMP and the Contractor.

d) Preparation and issuance of the Defects Liability Certificate.

e) Preparation of Final Payment Certificate.

SECTION VI: CONTRACT FOR CONSULTANT’S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200__, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The EAST Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	Not Used
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	Not Used
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]
By
(Authorized Representative)
FOR AND ON BEHALF OF
[NAME OF CONSULTANT]
By
(Authorized Representative)

[***Note***: *If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS
[Name of Member]
By
(Authorized Representative)
[Name of Member]
By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. **GENERAL PROVISIONS**

1.1 **Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **by the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BBMP of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of Termination or expiration;

(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) Any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) Any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused

to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is Engineer – in – Charge

[1.4.1 The addresses are:

Client : COMMISSIONER., BBMP
Represented by the Executive Engineer
Project – West Division, BBMP
Bangalore

Tele : +91 080 22975725

Facsimile :_____

E-mail : eegrnbbmp@yahoo.in

Consultants :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : Executive Engineer (Project-West)
Division BBMP, Bangalore

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.] - *N.A*

2.1] The date on which this Contract shall come into effect is: Date of signing of Agreement or Letter of Award whichever is earlier.

2.2] The time period shall be 455 days

2.3] The period shall be Nine Months - *DELETED*

3.4] The risks and the coverage shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ____ for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

1

3.7] The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

5.1] Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

6.2] The amount of Contract is Rs. _____.

6.4] The account is: .....]

Payments shall be made according to the following schedule:

Note: (a) The following instalments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required.

(i) 75% of contract price: When the financial Progress reaches 75%.

(ii) 25% of contract price: After completion of all the work in complete manner.

6.5] Payment shall be made within 60 days of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

6.6] If any disputes or difference of any kind whatsoever were to arise between the Executive Engineer and the Consultants, subject to other form of settlement hereafter provided the Bruhat Bangalore Mahanagara Palike Commissioner's decision in respect of every disputes or difference so referred shall be final and binding upon the Consultant.

7.2] Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for the dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

8.0 Earnest Money Deposit:

8.1Proposals must be accompanied by **Earnest Money Deposit** which shall be paid online through e – Procurement Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).**

8.2 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. This Earnest Money Deposit can be paid in the e – procurement portal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to BBMP's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

8.3 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded.

b. The entire EMD Amount for a Particular Tender shall be paid in a Single Transaction. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD.

8.4 Any Tender not accompanied by an acceptable EMD and not secured and shall be rejected by the Employer as Non Responsive.

8.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period.

8.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security

.

8.7 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

i. Sign the Agreement; or

ii. Furnish the required Performance Security.

9.0 **Performance Security**

9.1 Within 7 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer Performance Security in any of the forms given below for an Amount equivalent **to 5% of the Contract Price.**

- Banker's Cheque / Demand Draft / Pay Order in favour of The Commissioner, BBMP, Bangalore payable at Bangalore or
- Bank Guarantee in the Form given in Appendix F
- Specified Small Saving Instruments pledged to The Commissioner, BBMP, Bangalore.
- Fixed Deposit Receipts (FDR) subject to following condition:

1. Maturity date of FDRS issued by the Bank should be beyond the expected date of finalisation of the tender.

2. A control mechanism should be adopted by the Tender Inviting Authority by keeping a register for entering the security maturity dates, amount and tender values: Status of tender etc. to ensure that FDRs and other security instruments do not mature before expected date of finalisation.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

9.4 The Security Deposit will be discharged only after the Completion of defect liability Period.

IV. APPENDICES

Appendix A: **Description of the Services -As per TOR**

Appendix B: **Reporting Requirements - Not applicable**

Appendix C: **Key Personnel and Sub-consultants - As Per TOR**

Appendix D: **Services and Facilities to be provided by the Client**

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ at _____

WITNESS

_____ _____

(Signature) (Signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India